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BIRMINGHAM TRUST NATIONAL BANK
INTERSTATE COMMERCE COMMISSION

SECOND SUPPLEMENT TO CHATTEL MORTGAGE - SECURITY AGREEMENT

Second Supplement dated as of November 20, 1973, from BIRMINGHAM TRUST NATIONAL BANK, a United States banking corporation (the "Company"), having its principal office at 112 North 20th Street, Birmingham, Alabama 35290, party of the first part, to THE FIRST PENNSYLVANIA BANKING AND TRUST COMPANY, as TRUSTEE (the "Mortgagee"), whose address is 1500 Chestnut Street, Philadelphia, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS, the Company has heretofore executed and delivered that certain Chattel Mortgage Trust Deed, Assignment of Rents and Security Agreement dated as of January 2, 1973 (the "Original Mortgage") to the Mortgagee as security for the payment in full of all principal of and interest on the 8 1/4% Notes of the Company not exceeding \$2,210,000.000 in aggregate principal amount (being hereinafter sometimes referred to as the "Notes") issued or to be issued and outstanding under that certain Loan Agreement dated as of January 2, 1973 (the "Loan Agreement"), between the Company and the Dollar Savings Bank and General American Life Insurance Company;

WHEREAS, the Original Mortgage was recorded in the Office of the Secretary of the Interstate Commerce Commission on January 29, 1973 and has been assigned Recordation No. 6879; and

WHEREAS, 8 1/4% Notes of the Company in the aggregate original principal amount of \$1,755,675.00 have been issued and are presently outstanding under the Note Agreement and the Original Mortgage; and

WHEREAS, the Company has covenanted and agreed that prior to or concurrently with the issuance of Notes on each subsequent Closing Date provided for by the Loan Agreement the Company will execute, acknowledge and deliver a supplement to the Original Mortgage specifically describing as part of the mortgaged property the railroad cars which were financed on the original closing and are being financed through the issuance of Notes on such subsequent Closing Date and confirming the mortgage thereof as security for all Notes issued or to be issued under the Loan Agreement; and

WHEREAS, all requirements of law and by-laws and articles of incorporation of the Company have been fully complied with and all other acts and things necessary to make this Supplement a valid, binding and legal instrument for the security of the Notes have been done and performed;

NOW, THEREFORE, the Company in consideration of the premises and of the sum of Ten Dollars received by the Company from the Mortgagee and other good and valuable consideration the receipt whereof is hereby

acknowledged, and in order to secure equally and ratably the payment of the principal of and interest on the Notes according to their tenor and effect and to secure the payment of all other indebtedness described in the Original Mortgage and the performance and observance of all the covenants and conditions contained in the Notes, the Original Mortgage and the Loan Agreement, and in each and every agreement or supplement thereto heretofore or hereafter executed provided to be performed or observed by the Company, the Company does hereby grant, bargain, sell, convey, warrant, mortgage, pledge and hypothecate unto the Mortgagee and its assigns forever, and grant a security interest in, all and singular the following described properties, rights, interests and privileges, that is to say:

DIVISION I

The railroad cars described in and bearing the numbers listed in Schedule I, II and III attached hereto and made a part hereof, being some of the railroad cars leased and delivered to Chicago, Milwaukee, St. Paul and Pacific Railroad Company (the "Lessee") under that certain Lease Agreement dated as of January 2, 1973 (the "Lease") between the Company as Lessor, and the Lessee; and

DIVISION II

All accessories, equipment, parts and appurtenances appertaining or attached to any of the property hereinabove described, whether now owned or hereafter acquired, and all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to any and all of said property, together with all the rents, issues, income, profits and avails thereof.

SUBJECT, HOWEVER, to (a) the right and the interest of the Lessee under the Lease, and (b) the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith;

TO HAVE AND TO HOLD the property described in the Original Mortgage and in this Supplement, and all other property mortgaged under the Original Mortgage unto the Mortgagee and its assigns forever for the uses and purposes in the Original Mortgage set forth.

The Company hereby covenants, warrants and agrees that it is lawfully seized and possessed of the railroad cars described in Division I of the granting clause hereof and has good right, full power and authority to convey, transfer and mortgage said railroad cars to the Trustee for the uses and purposes herein set forth, and the railroad cars described in said Division I are owned by the Company free and clear of any and all liens and encumbrances (excepting only the lien of current ad valorem taxes not in default and the right, title and interest of the Lessee under the Lease), and that the Company will warrant and defend the title to the railroad cars against all claims and demands whatsoever (excepting only the right and the interest of the Lessee under the Lease).

The Company further covenants and agrees to perform and observe duly and punctually all of the covenants and

agreements contained in the Original Mortgage, all such covenants and agreements being hereby ratified, approved and confirmed.


This Supplement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original, but all together only one instrument.

All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Company shall be binding upon the Company and its successors and assigns.

IN WITNESS WHEREOF, Birmingham Trust National Bank has caused this Supplement to be executed on its behalf by its *Exec Vice* President and its corporate seal to be hereunto affixed and attested by its Secretary, all as of the day and year above written.

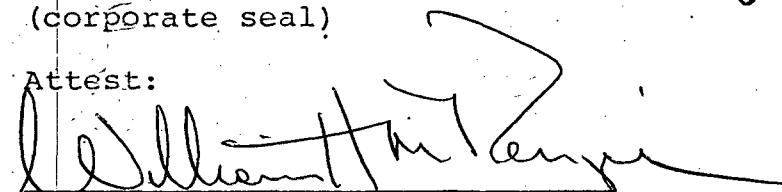
BIRMINGHAM TRUST NATIONAL BANK

By


its *Exec* President

(corporate seal)

Attest:


its Secretary

STATE OF ALABAMA

:

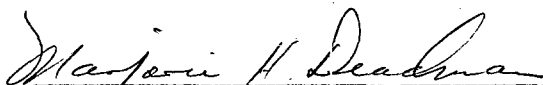
: SS

COUNTY OF

Jefferson

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On this *14th* day of *Nov.*, 1973, before me personally appeared *W. Ralph Cook*, to me personally known who being by me duly sworn, says that he is *Exec Vice* President of Birmingham Trust National Bank, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

(Affix Notarial Seal)

My commission expires: *11-9-74*

SCHEDULE I

REBUILT BOX CAR NUMBERS

<u>Hulk</u>	<u>Rebuilt</u>
36658	33290
37173	33291
36324	33292
25226	33293
28383	33294
31640	33295
37716	33296
36965	33297
25854	33298
30409	33299
24079	33300
36641	33301
38336	33302
31125	33303
37185	33304
24301	33305
31460	33306
26348	33307
31679	33308
36473	33309
37438	33310
28428	33311
36930	33312
37466	33313
31127	33314
36234	33315
36677	33316
31263	33317
31602	33318
36135	33319
36530	33320
24099	33321
31392	33322
36021	33323
27898	33324
37076	33325
25846	33326
37338	33327
28039	33328
28029	33329
24666	33330
28089	33331
37365	33332
37340	33333
38358	33334
31367	33335
28236	33336
31395	33337
28491	33338
27962	33339

SCHEDULE II

REBUILT LOG FLAT CAR NUMBERS

Hulk

664
73472
1000
89731
59
303
39
219
563
866

Rebuilt

58890
58891
58892
58893
58894
58895
58896
58897
58898
58899

SCHEDULE III

REBUILT COVERED HOPPER CAR NUMBERS

<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>	<u>Hulk</u>	<u>Rebuilt</u>
99249	96780	99238	96820	99076	96768
99272	96781	99303	96821	99108	96761
99174	96782	99092	96822	99143	96768
99144	96783	99169	96823	99301	96767
99279	96784	99217	96824	99100	96761
99200	96785	99096	96825	99215	96769
99248	96786	99163	96826	99142	96766
99137	96787	99177	96827	99247	96767
99256	96788	99291	96828	99154	96768
99208	96789	99232	96829	99310	96769
99198	96790	99175	96830	99146	96770
99078	96791	99085	96831	99229	96771
99099	96792	99119	96832	99222	96772
99221	96793	99313	96833	99189	96773
99219	96794	99173	96834	99203	96774
99281	96795	99271	96835	99106	96775
99139	96796	99074	96836	99094	96776
99148	96797	99157	96837	99186	96777
99244	96798	99193	96838	99224	96778
99321	96799	99117	96839	99245	96779
99311	96800	99214	96840		
99083	96801	99153	96841		
99312	96802	99128	96842		
99158	96803	99242	96843		
99320	96804	99105	96844		
99182	96805	99089	96845		
99075	96806	99141	96846		
99192	96807	99165	96847		
99241	96808	99194	96848		
99086	96809	99286	96849		
99201	96810	99161	96850		
99305	96811	99187	96851		
99255	96812	99306	96852		
99263	96813	99316	96853		
99199	96814	99155	96854		
99290	96815	99258	96855		
99121	96816	99227	96856		
99323	96817	99190	96857		
99160	96818	99314	96858		
99090	96819	99156	96859		